vss

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.797 OF 2005
IN
SUIT NO.168 OF 2005

Girish C. Lodha alias Girish N. Mehta ... Plaintiff

V/s.

Niyamat Zahirali Cassam & Anr. ... Defendants

Mr.H.S.S. Murthy for Plaintiff
Ms.S.Desani for Defendant No.2
Mr.D.H. Mehta with Mr.H.C. Mehta for Defendant No.3

CORAM: **SMT.NISHITA MHATRE, J.**

DATED: **JULY 14, 2006**

P.C.:

. The plaintiff has filed the present suit for a specific performance of what he terms is an agreement for sale of the suit property. The agreement on which the suit is based is filed at Exhibit B to the plaint. This document is a letter issued by the plaintiff claiming to be the Director of Siddhesh Constructions. The letter is issued to the Constituted Attorney of Defendant No.1. The Plaintiff claims that he and Defendant No.2 jointly wanted to purchase the property and that he has personally paid Defendant No.1 some money for the transaction. There is no mention in this letter of Defendant No.2 at all. The plaintiff then claims that he as a constituted attorney of defendant No.2 filed a suit before the City Civil Court against Defendant No.1. Defendant No.2 withdrew that suit behind the plaintiff’s back. Therefore, the plaintiff

was compelled to file the present suit.

2. The plaintif is seeking specific performance of this writing and has prayed for an injunction restraining the Defendant No.3 from completing the construction on this property. Defendant No.3 it appears has purchased th property from Defendant No.1.

3. The plaintiff has not shown his title nor has he been able to establish that he has any right whatsoever in the property, prima facie. Apart from this the construction of two wings is complete.

4. In such circumstances, I see no reason to grant any interim relief as prayed for. Notice of Motion dismissed.